

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Leonard M. Shulman - Bar No. 126349 Melissa Davis Lowe – Bar No. 245521 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shblp.com; mlowe@shblp.com   <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Richard A. Marshack, Chapter 7 Trustee	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re:  ON CALL COMMUNICATIONS, INC.,       Debtor(s).	CASE NO.: 8:18-bk-14038-CB CHAPTER: 7    <div style="text-align: center; padding: 20px;"> <b>NOTICE OF SALE OF ESTATE PROPERTY</b> </div>

<b>Sale Date:</b> Auction Date to Be Set	<b>Time:</b> Auction Date to Be Set
<b>Location:</b> Online auction sale (proposed Auctioneer: R.L. Spear Co., Inc.)	

**Type of Sale:** ☒ Public ☐ Private
 **Last date to file objections:** 2/12/2019

**Description of property to be sold:** satellite modems, voice and acceleration equipment, AT&T circuit boards, satellite electronics, test equipment, computer and officer equipment, 85-cm auto-acquire vehicle mount antenna with 40-watt BUC and cable, 75-cm auto single flyaway antenna, baseband and test cases, C band feeds and integrations materials

**Terms and conditions of sale:** See attached Statement of Information in Compliance with LBR 6004-1(c)(3).

**Proposed sale price:** to be determined - public auction sale

**Overbid procedure (if any):** Public auction sale. See attached Statement of Information and Auction Motion

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**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

2/26/2019 at 2:30 p.m.

United States Bankruptcy Court

Courtroom 5D

411 W. Fourth Street

Santa Ana, CA 92701

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**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Melissa Davis Lowe, Esg.

Shulman Hodges & Bastian LLP

100 Spectrum Center Drive, Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

mlowe@shblp.com

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Date: 02/05/2019

**Attachments:**

- (1) Notice of Motion (includes Statement of Information and the Auction Motion)**
- (2) Proof of Service**

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>Leonard M. Shulman - Bar No. 126349 Melissa Davis Lowe – Bar No. 245521 SHULMAN HODGES &amp; BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com; mlowe@shbllp.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Richard A. Marshack, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b></p>	
<p>In re:</p> <p>ON CALL COMMUNICATIONS, INC.,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 8:18-bk-14038-CB CHAPTER: 7</p>
	<p><b>NOTICE OF MOTION FOR:</b></p> <p>an Order Authorizing the Trustee to: (1) Conduct an Auction Sale of Personal Property Assets of the Estate Free and Clear of Liens Pursuant to Bankruptcy Code Section 363(b) and (f); (2) Employ R.L. Spear Co., Inc. as Auctioneer and Pay Compensation and Expenses to the Auctioneer; and (3) Granting Related Relief, etc.</p> <p><b>(Specify name of Motion)</b></p>
	<p>DATE: 02/26/2019 TIME: 2:30 pm COURTROOM: Courtroom 5D PLACE: United States Bankruptcy Court 411 W. Fourth Street Santa Ana, CA 92701</p>

1. TO (*specify name*): Debtor, the United States Trustee, creditors and other parties in interest
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 02/05/2019

SHULMAN HODGES & BASTIAN LLP  
Printed name of law firm

/s/ Melissa Davis Lowe  
Signature

Melissa Davis Lowe  
Printed name of attorney

**Statement of Information in Compliance with LBR 6004-1(c)(3)**

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<p><i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:</p>	<p>Hearing Date and Time for the Auction Motion: Date: February 26, 2019 at 2:30 p.m. Hearing Place: U.S. Bankruptcy Court Courtroom 5D 411 W. Fourth Street Santa Ana, CA 92701</p>
<p><i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:</p>	<p>To be determined – public auction sale. A Report of Auctioneer will be filed with the Court following conclusion of the auction which will identify the date of the sale, each item sold, the sale price and the name, address, and telephone number of the purchaser - in the case of lots, a brief description of each lot sold as well as the sale price and purchaser - the gross proceeds of sale, a statement that the gross proceeds have been turned over to the Trustee, and a descriptive list of the items that were not sold but which were returned to the Trustee.</p>
<p><i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:</p>	<p>Various inventory assets of the Debtor consisting of satellite modems, voice and acceleration equipment, AT&amp;T circuit boards, satellite electronics, test equipment, computer and office equipment, 85-cm auto-acquire vehicle mount antenna with 40-watt BUC and cable, 75-cm auto single flyaway antenna, baseband and test cases, C band feeds and integrations materials (collectively, “Assets”).</p>
<p><i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:</p>	<ul style="list-style-type: none"> <li>• Public Auction (live and/or internet sales, until all Assets are sold). The proposed auction will commence approximately 30 days from Court approval of the Auction Motion. Estimated auction to commence in late March 2019. The Auctioneer’s website is live 24 hours a day, 7 days a week and online auctions are held daily.</li> <li>• 13% Buyer Fee charged to each purchaser of the Assets, and a 15% Seller Fee charged to the Estate.</li> <li>• The sale will be without limit and without reserve, subject only to minimum opening bid amounts established by the Auctioneer, based on Auctioneer’s expert judgment.</li> <li>• Auctioneer will offer the Assets to buyers in “as-is, where-is” condition, without representations or warranties.</li> <li>• If necessary, the Auctioneer may require bidders to post an appropriate deposit as a prerequisite to bid.</li> <li>• The Auctioneer will require buyers to sign a terms sheet, which will include terms to protect Auctioneer and the Trustee from buyer payment defaults, damage to persons or property onsite, claims regarding the Assets, etc.</li> <li>• Auctioneer will accept from buyers the following forms of payment: cash, credit card (fees shall be Auctioneer’s responsibility), cashiers’ checks, guaranteed checks and wire transfer as payment for the property sold.</li> <li>• Auctioneer shall be responsible to collect and remit any applicable sales tax.</li> </ul>

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<p><i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:</p>	<p>The sale will be free and clear of liens pursuant to Bankruptcy Code §363(b)(1) and (f). the Trustee believes that there are no liens or encumbrances impacting the Assets. Nevertheless, out of an abundance of caution the Trustee seeks authority to conduct the auction sale free and clear of all liens and encumbrances, with any liens and interests against the Assets that are not released, paid in full, or otherwise resolved through the sale, if any, to attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Assets prior to the sale, pending agreement with the lienholder or further Court order.</p>
<p><i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:</p>	<p>The Trustee proposes to liquidate the Assets by auction to the highest bidder.</p>
<p><i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>The Trustee proposes to employ R.L. Spear Co., Inc. as the auctioneer ("Auctioneer"). The Auctioneer will conduct the auction sale based solely upon the following compensation: (i) 13% Buyer Fee charged to each purchaser of the Assets, and (ii) a 15% Seller Fee charged to the Estate, plus reimbursement of expenses.</p> <p>The Buyer Fee will be collected by the Auctioneer and along with the auction proceeds (without deduction for the Seller Fee) turned over to the Trustee no later than seven calendar days after the conclusion of the auction. Payment of the Buyer Fee and Seller Fee by the Estate to the Auctioneer is subject to the Auctioneer providing the Trustee with a Report of Auctioneer ("Auction Report") within twenty-one calendar days after the conclusion of the auction in compliance with the requirements of the United States Trustee's Supervisory Instruction No. 10.</p> <p>Within seven days of the Trustee's receipt of the Auction Report, the Trustee shall file it with the Court along with a declaration stating that the Trustee has compared the Auction Report to the list of items/lots sold, the Auction Report is satisfactory, the gross funds have been turned over to the Trustee, and the Auctioneer has been compensated pursuant to the terms of the Auction Contract and this Auction Motion as approved by the Court. Provided an Order has been entered approving payment of the Auctioneer's compensation and expenses, the Trustee shall compensate the Auctioneer for the Court approved fees and expenses within ten days of the Trustee's receipt of the Auction Report.</p>
<p><i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:</p>	<p>See above.</p>
<p><i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:</p>	<p>Auctioneer shall be responsible to collect and remit any applicable sales tax. Other than that, the Trustee does not expect there will be any taxes to be paid by the Estate.</p>
<p><i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:</p>	<p>Objections, if any, must be filed and served 14 days prior to the Hearing Date <b>(or by February 12, 2019)</b>.</p>

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Attorneys for Richard A. Marshack,  
Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

In re

**ON CALL COMMUNICATIONS,  
INC.,**

Debtor.

Case No. 8:18-bk-14038-CB

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR AN  
ORDER AUTHORIZING THE TRUSTEE TO:**

**(1) CONDUCT AN AUCTION SALE OF  
PERSONAL PROPERTY ASSETS OF THE  
ESTATE FREE AND CLEAR OF LIENS  
PURSUANT TO BANKRUPTCY CODE  
SECTION 363(b) AND (f);**

**(2) EMPLOY R.L. SPEAR CO., INC. AS  
AUCTIONEER AND PAY COMPENSATION  
AND EXPENSES TO THE AUCTIONEER; AND**

**(3) GRANTING RELATED RELIEF  
INCLUDING USE OF SALE PROCEEDS TO  
PAY ACTUAL COSTS INCURRED**

**MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATIONS OF  
RICHARD A. MARSHACK AND DAVID  
SPEAR IN SUPPORT**

**Hearing:**

Date: February 26, 2019

Time: 2:30 p.m.

Place: Courtroom 5D

United States Bankruptcy Court  
411 W. Fourth Street  
Santa Ana, CA 92701



1 **TO THE HONORABLE CATHERINE E. BAUER, UNITED STATES BANKRUPTCY**  
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR,**  
3 **CREDITORS AND PARTIES-IN-INTEREST:**

4 **I. INTRODUCTION**

5 Richard A. Marshack (“Trustee”), the Chapter 7 trustee for the bankruptcy estate (“Estate”)  
6 of On Call Communications, Inc. (“Debtor”), brings this *Motion for an Order Authorizing the*  
7 *Trustee to: (1) Conduct an Auction Sale of Personal Property Assets of the Estate Free and Clear*  
8 *of Liens Pursuant to Bankruptcy Code Sections 363(b) and (f); (2) Employ R.L. Spear Co., Inc. as*  
9 *Auctioneer and Pay Compensation and Expenses to the Auctioneer; and (3) Granting Related Relief*  
10 *Including Use of Sale Proceeds to Pay for Actual Costs Incurred* (“Auction Motion”).

11 The Trustee has determined that the sale of the Debtor’s Assets<sup>1</sup> through an auction will  
12 provide the most benefit for the Estate and its creditors. The Trustee is advised by the proposed  
13 Auctioneer that the Assets to be sold at auction have a gross liquidation value of approximately  
14 \$20,000.00 to \$25,000.00 and after payment of costs of the sale, the net proceeds for the Estate are  
15 anticipated to exceed approximately \$14,000.00 to \$18,250.00. Based on good business reasons  
16 that exist as outlined below, the Trustee respectfully requests that the Court approve the Auction  
17 Motion.

18 **II. RELEVANT FACTS**

19 **A. The Bankruptcy Case**

20 The Debtor filed a voluntary petition under Chapter 7 of the United States Bankruptcy Code  
21 on November 2, 2018. A true and correct copy of the Debtor’s Schedule A/B filed on November 2,  
22 2018 (docket number 1) is attached as **Exhibit “1”** to the Declaration of Richard A. Marshack  
23 (“Marshack Declaration”).

24 The deadline for filing proofs of claim in this case was January 11, 2019. Government  
25 claims are due by May 1, 2019. The Court’s Claims Register indicates that there have been seven  
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1 Capitalized terms are defined below.

claims filed totaling \$521,412.45 of which \$10,219.65 has been asserted as priority and \$511,192.80 has been asserted as general unsecured.

**B. The Assets to be Sold at Auction**

The Debtor's Schedule A/B listed various inventory located at its business premises of 19631 Descartes, Foothill Ranch, California, consisting of satellite modems, voice and acceleration equipment, AT&T circuit boards, satellite electronics, test equipment, computer and officer equipment, 85-cm auto-acquire vehicle mount antenna with 40-watt BUC and cable, 75-cm auto single flyaway antenna, baseband and test cases, C band feeds and integrations materials (collectively, "Assets") with a collective value of \$60,000.00. On January 29, 2019, the Trustee's proposed auctioneer, R.L. Spear Co., Inc. ("Auctioneer") took possession of, packed and transported the Assets to its storage facility located at 12473 Gladstone Avenue, Unit L, Sylmar, California.

The proposed Auctioneer has advised that at an auction sale, the Assets have a total estimated gross liquidation value of approximately \$20,000.00 to \$25,000.00. Through the competitive bidding of a public auction sale, it is anticipated that the Trustee will receive the best and highest value for the Assets and therefore, the ultimate sale price of the Assets will be fair and reasonable.

The Trustee believes that there are no liens or encumbrances impacting the Assets. Nevertheless, out of an abundance of caution, the Trustee seeks authority to conduct the auction sale free and clear of all liens and encumbrances, with any liens and interests against the Assets that are not released, paid in full, or otherwise resolved through the sale, if any, to attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Assets prior to the sale, pending agreement with the lienholder or further Court order.

**C. The Proposed Auction Date, Proposed Auctioneer and Auction Contract**

The Trustee proposes to liquidate the Assets by auction to the highest bidder. The proposed auction will commence approximately thirty days from Court approval of the Auction Motion to allow time for the Auctioneer to coordinate and market the auction (auction estimated to commence in late March 2019). The Auctioneer's website is live 24 hours a day, 7 days a week and online auctions are held daily. The Auctioneer estimates the vast majority of the Assets will sell in approximately two hours.

The Trustee requests authorization to employ the Auctioneer as his auctioneer to coordinate the auction and authorization to pay Auctioneer's compensation and expenses pursuant to the terms of the Auction Contract, a true and correct copy of which is attached as **Exhibit "2"** to the Marshack Declaration.

Attached as **Exhibit "3"** to the Declaration of David Spear ("Spear Declaration") is a true and correct copy of the Auctioneer's resume.

The Auctioneer has a blanket bond in the amount of \$50,000.00 made payable to the United States of America, which is on file with the Bankruptcy Court. Attached as **Exhibit "4"** to the Spear Declaration is copy of the blanket bond.

The Auctioneer has advised the Trustee that it maintains liability insurance for lost or stolen property which protects any and all property under the Auctioneer's control which is secured, transported and stored at the Auctioneer's auction location until sold.

The principal terms of the Auction Contract and proposed auction sale are as follows (the Trustee is referred to as the "Seller" in the following summary):

Sale Format	Public Auction (live and/or internet sales, until all Assets are sold)
Sale Date and Time	Commence approximately thirty days from Court approval of the Auction Motion. Estimated auction to commence in late March 2019. The Auctioneer's website is live 24 hours a day, 7 days a week and online auctions are held daily.
Location	The Assets shall be held at the Auctioneer's storage facility located at 12473 Gladstone Avenue, Unit L, Sylmar, California.
Assets	Debtor's satellite dish antennas and related equipment used in its former electronic communications business.
Marketing	Online advertising to extensive buyer base of over 11,000 auction buyers, advertising in local and national media and by targeting those companies most likely to have an interest in purchasing the equipment and inventory. Advertising to commence immediately on the Auctioneer's website and several other websites. The Auctioneer offers state-of-the-art technology for online sales.
Auctioneer's Costs	Auctioneer will be reimbursed its reasonable costs in packing and transporting the Assets to the Auctioneer's storage facility located in Sylmar, California and in conducting the auction. Such costs are estimated to be no more than \$4,000.00.

Auctioneer's  
Compensation

The Auctioneer will conduct the auction sale based solely upon the following compensation: (i) 13% Buyer Fee charged to each purchaser of the Assets, and (ii) a 15% Seller Fee charged to the Estate.

The Buyer Fee will be collected by the Auctioneer and along with the auction proceeds (without deduction for the Seller Fee) turned over to the Trustee no later than seven calendar days after the conclusion of the auction. Payment of the Buyer Fee and Seller Fee by the Estate to the Auctioneer is subject to the Auctioneer providing the Trustee with a Report of Auctioneer ("Auction Report") within twenty-one calendar days after the conclusion of the auction in compliance with the requirements of the United States Trustee's Supervisory Instruction No. 10.<sup>2</sup>

Within seven days of the Trustee's receipt of the Auction Report, the Trustee shall file it with the Court along with a declaration stating that the Trustee has compared the Auction Report to the list of items/lots sold, the Auction Report is satisfactory, the gross funds have been turned over to the Trustee, and the Auctioneer has been compensated pursuant to the terms of the Auction Contract and this Auction Motion as approved by the Court. Provided an Order has been entered approving payment of the Auctioneer's compensation and expenses, the Trustee shall compensate the Auctioneer for the Court approved fees and expenses within ten days of the Trustee's receipt of the Auction Report.

<sup>2</sup> The Auction Report must include at a minimum: the date of the sale, each item sold, the sale price and the name, address, and telephone number of the purchaser - in the case of lots, a brief description of each lot sold as well as the sale price and purchaser thereof, the gross proceeds of sale, a statement that the gross proceeds have been turned over to the Trustee, and a descriptive list of the items that were not sold but which were returned to the Trustee. The Supervisory Instruction No. 10 also provides that any and all auction proceeds are to be turned over to the Trustee within seven days of conclusion of the auction and that the Auction Report is due within twenty-one days after conclusion of the auction.

1 2 3 4 5 6 7 8 9 10 11 12	<table><tr><td>Additional terms</td><td><ul style="list-style-type: none"><li>• The sale will be without limit and without reserve, subject only to minimum opening bid amounts established by the Auctioneer, based on Auctioneer's expert judgment.</li><li>• Auctioneer will offer the Assets to buyers in "as-is, where-is" condition, without representations or warranties.</li><li>• If necessary, the Auctioneer may require bidders to post an appropriate deposit as a prerequisite to bid.</li><li>• The Auctioneer will require buyers to sign a terms sheet, which will include terms to protect Auctioneer and Seller from buyer payment defaults, damage to persons or property onsite, claims regarding the Assets, etc.</li><li>• Auctioneer will accept from buyers the following forms of payment: cash, credit card (fees shall be Auctioneer's responsibility), cashiers' checks, guaranteed checks and wire transfer as payment for the property sold.</li><li>• Auctioneer shall be responsible to collect and remit any applicable sales tax.</li></ul></td></tr></table>	Additional terms	<ul style="list-style-type: none"><li>• The sale will be without limit and without reserve, subject only to minimum opening bid amounts established by the Auctioneer, based on Auctioneer's expert judgment.</li><li>• Auctioneer will offer the Assets to buyers in "as-is, where-is" condition, without representations or warranties.</li><li>• If necessary, the Auctioneer may require bidders to post an appropriate deposit as a prerequisite to bid.</li><li>• The Auctioneer will require buyers to sign a terms sheet, which will include terms to protect Auctioneer and Seller from buyer payment defaults, damage to persons or property onsite, claims regarding the Assets, etc.</li><li>• Auctioneer will accept from buyers the following forms of payment: cash, credit card (fees shall be Auctioneer's responsibility), cashiers' checks, guaranteed checks and wire transfer as payment for the property sold.</li><li>• Auctioneer shall be responsible to collect and remit any applicable sales tax.</li></ul>
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13  
14 The Trustee believes that the proposed Auction Contract is fair and reasonable and that the  
15 Trustee should be authorized to employ the Auctioneer on the terms and conditions set forth in the  
16 Auction Contract and this Auction Motion.

17 The Trustee is satisfied from the Spear Declaration that the Auctioneer is a disinterested  
18 person within the meaning of Bankruptcy Code Section 101(14).

19 **D. Tax Consequences**

20 Any sales taxes from the sale of the Assets will be paid by the purchaser of the Assets at the  
21 auction. The Trustee does not expect that the Estate will incur any taxes as a result of the sale of  
22 the Assets.

23 **E. Request for Authorization to Use the Auction Proceeds to Pay the Auctioneer's**  
24 **Compensation and Expenses and to Reimburse the Trustee for his Actual Costs**

25 Through this Auction Motion, the Trustee requests the Court authorize the use of the  
26 proceeds of the auction sale to make Court approved disbursements to the proposed Auctioneer  
27 pursuant to the terms of the Auction Contract and this Auction Motion as described above.

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**III. LEGAL AUTHORITIES**

**A. There are Good Business Reasons for the Sale and the Sale is in the Best Interest of the Estate.**

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the bests interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).

The Trustee has made a business decision and believes that the sale of the Assets by the proposed auction sale is the best available alternative for maximizing the value of the Assets for the Estate and creditors. The auction sale is the most efficient and cost effective way to liquidate the Assets and will allow the Estate to receive the most value as compared to attempting to sell on a piecemeal basis. The Trustee has been advised by the proposed Auctioneer that the auction may generate net funds between \$14,000.00 to \$18,250.00, as follows:

Estimated Gross Sale Projection	\$20,000.00	\$25,000.00
Auctioneer Expense Reimbursement (estimate)	(\$3,000.00)	(\$3,000.00)
15% Seller Fee charged to Estate	(\$3,000.00)	(\$3,750.00)
Estimated Net Recovery	\$14,000.00	\$18,2500.00

Through the competitive bidding of a public auction, it is anticipated that the Trustee will receive the best and highest value for the Assets and therefore, the ultimate sale price will be fair

1 and reasonable. Thus, based on good business reasons, approval of this Auction Motion would  
2 serve the best interests of the Estate and its creditors.

3 Therefore, the Trustee respectfully submits that, if this Court applies the good business  
4 reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

5 **A. The Proposed Sale Should be Allowed Free and Clear of Liens**

6 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate  
7 “free and clear of any interest in such property of an entity,” if any one of the following five  
8 conditions is met:

9  
10 (1) applicable non-bankruptcy law permits a sale of such  
property free and clear of such interest;

11 (2) such entity consents;

12 (3) such interest is a lien and the price at which such  
13 property is to be sold is greater than the aggregate value of all liens  
on such property;

14 (4) such interest is in bona fide dispute; or

15 (5) such entity could be compelled, in a legal or equitable  
16 proceeding, to accept money satisfaction of such interest.

17 11 U.S.C. § 363(f).

18 Section 363(f) is written in the disjunctive and thus only one of the enumerated conditions  
19 needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell under section  
20 363(f)(4).

21 A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga. 1991)  
22 as a “genuine issue of material fact that bears upon the debtor’s liability, or meritorious contention  
23 as to the application of law to undisputed facts.” *Id.* at 407. In *In re Milford Group, Inc.*, 150 B.R.  
24 904 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide dispute, but must  
25 determine whether the issues presented are genuine as to the existence of a bona fide dispute. In  
26 doing so, the *Milford* Court found that the debtor had met its burden to establish cause for the Court  
27 to allow for the sale of the property, free and clear of liens. Requiring resolution of those issues  
28 before the sale may likely take substantial time, effort and expense by the parties.

1 Here, the Trustee believes that there are no liens or encumbrances impacting the Assets.  
2 Nevertheless, out of an abundance of caution the Trustee seeks authority to conduct the auction sale  
3 free and clear of all liens and encumbrances, with any liens and interests against the Assets that are  
4 not released, paid in full, or otherwise resolved through the sale, if any, to attach to the sale proceeds  
5 with the same force, effect, validity, and priority as such liens or interests had with respect to the  
6 Assets prior to the sale, pending agreement with the lienholder or further Court order. The need to  
7 resolve disputed liens should not hinder, delay or in any way inhibit the Trustee's efforts to  
8 maximize the value of the sale of the Assets for the Estate. Unresolved liens will be the subject of  
9 a bona fide dispute as the Trustee believes there are no liens impacting the Assets. Pursuant to  
10 Bankruptcy Code §§ 363(b)(1) and 363(f)(4), the Trustee seeks to sell the Assets free and clear of  
11 unresolved liens with such disputed liens to attach to the proceeds of the sale in the same validity  
12 and priority as prior to the sale pending agreement with the lienholder or further Court order. Thus,  
13 approval for the sale free and clear of the lien as a disputed lien pursuant to Bankruptcy Code §  
14 363(f)(4) is appropriate.

15 **B. The Court has Authority to Waive the Fourteen-Day Stay of Sale**

16 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the use,  
17 sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry  
18 of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The Trustee desires  
19 to conduct and close the auction sale as soon as practicable after entry of an order approving the  
20 Auction Motion. Accordingly, the Trustee requests that the Court, in the discretion provided it  
21 under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

22 **IV. CONCLUSION**

23 Based upon the foregoing, the Trustee respectfully submits that good cause exists for  
24 granting the Auction Motion and requests that the Court enter an order as follows:

25 1. Approving the auction sale of the Assets, to the highest bidder, free and clear of all  
26 liens and encumbrances with any liens and interests against the Assets that are not released, paid in  
27 full, or otherwise resolved through sale, if any, to attach to the sale proceeds with the same force,  
28



1 effect, validity, and priority as such liens or interests had with respect to the Assets prior to the sale,  
2 pending agreement with the lienholder or further Court order.

3 2. Approving and authorizing the Trustee to enter into the Auction Contract for the  
4 employment of the Auctioneer to coordinate the auction sale and authorizing payment of the  
5 Auctioneer's compensation and expenses pursuant to the terms of the Auction Contract and this  
6 Auction Motion.

7 3. Authorizing the Trustee to use the proceeds of the auction sale to make Court  
8 approved disbursements to the proposed Auctioneer pursuant to the terms of the Auction Contract  
9 and this Auction Motion.

10 4. Authorizing payment to the Auctioneer without further order of this Court upon  
11 completion of the requirements of the United States Trustee's Supervisory Instructions No. 10.

12 5. Directing that the fourteen day stay of the order approving the Auction Motion as  
13 provided by Federal Rules of Bankruptcy Procedure 6004(h), or any other applicable rules, shall not  
14 apply and that absent judicial imposition of a stay of the Court order approving the Auction Motion  
15 pending appeal, the Trustee may immediately consummate the actions that are approved by such  
16 Court order.

17 6. For such other and further relief as the Court deems just and proper under the  
18 circumstances of this case.

19  
20 Dated: February 5, 2019

Respectfully submitted,

21 **SHULMAN HODGES & BASTIAN LLP**

22 */s/ Melissa Davis Lowe*

23 \_\_\_\_\_  
Leonard M. Shulman  
24 Melissa Davis Lowe  
Attorneys for Richard A. Marshack, Chapter 7 Trustee for the  
25 bankruptcy estate of On Call Communications, Inc.  
26  
27  
28

**DECLARATION OF RICHARD A. MARSHACK**

I, Richard A. Marshack, declare:

1. I am the Chapter 7 trustee for the bankruptcy estate of *In re On Call Communications, Inc.* (“Debtor”), Case No. 8:18-bk-14038-CB. I have personal knowledge of the matters set forth in this Declaration and if called upon to testify, I could and would testify competently to the matters.

2. I am familiar with the Debtor’s bankruptcy proceeding and make this Declaration in support of my *Motion for an Order Authorizing the Trustee to: (1) Conduct an Auction Sale of Personal Property Assets of the Estate Free and Clear of Liens Pursuant to Bankruptcy Code Sections 363(b) and (f); (2) Employ R.L. Spear Co., Inc. as Auctioneer and Pay Compensation and Expenses to the Auctioneer; and (3) Granting Related Relief Including Use of Sale Proceeds to Pay for Actual Costs Incurred* (“Auction Motion”). Unless otherwise noted, capitalized terms herein have the meaning as set forth in the Auction Motion.

3. The Debtor filed a voluntary petition under Chapter 7 of the United States Bankruptcy Code on November 2, 2018. A true and correct copy of the Debtor’s Schedule A/B filed on November 2, 2018 (docket number 1) is attached here as **Exhibit “1”** and incorporated herein by this reference.

4. The Debtor’s Schedule A/B listed various inventory located at its business premises of 19631 Descartes, Foothill Ranch, California, consisting of satellite modems, voice and acceleration equipment, AT&T circuit boards, satellite electronics, test equipment, computer and officer equipment, 85-cm auto-acquire vehicle mount antenna with 40-watt BUC and cable, 75-cm auto single flyaway antenna, baseband and test cases, C band feeds and integrations materials (collectively, “Assets”).

5. On January 29, 2019, my proposed auctioneer, R.L. Spear Co., Inc. (“Auctioneer”) took possession of, packed and transported the Assets to its storage facility located at 12473 Gladstone Avenue, Unit L, Sylmar, California.

6. The Auctioneer has advised that at an auction sale, the Assets have a total estimated gross liquidation value of approximately \$20,000.00 to \$25,000.00. Through the competitive

1 bidding of a public auction sale, it is anticipated that the Estate will receive the best and highest  
2 value for the Assets and therefore, the ultimate sale price of the Assets will be fair and reasonable.

3 7. I believe that there are no liens or encumbrances impacting the Assets. Nevertheless,  
4 out of an abundance of caution, I seek authority to conduct the auction sale free and clear of all liens  
5 and encumbrances, with any liens and interests against the Assets that are not released, paid in full,  
6 or otherwise resolved through the sale, if any, to attach to the sale proceeds with the same force,  
7 effect, validity, and priority as such liens or interests had with respect to the Assets prior to the sale,  
8 pending agreement with the lienholder or further Court order.

9 8. I propose to liquidate the Assets by auction to the highest bidder.

10 9. I request authorization (i) to employ the Auctioneer to coordinate the auction, and  
11 (ii) authorization to pay the Auctioneer's compensation and expenses pursuant to the terms of the  
12 Auction Contract, a true and correct copy of which is attached here as **Exhibit "2"** and incorporated  
13 herein by this reference.

14 10. The proposed auction will be scheduled to commence approximately thirty days after  
15 the Court has approved the Auction Motion to allow time for the Auctioneer to coordinate and  
16 market the auction.

17 11. I believe that the proposed Auction Contract is fair and reasonable and that I should  
18 be authorized to employ the Auctioneer on the terms and conditions set forth in the Auction Contract  
19 and this Auction Motion.

20 12. I am satisfied from the Declaration of David Spear annexed to the Auction Motion  
21 that the Auctioneer is a disinterested person within the meaning of Bankruptcy Code Section  
22 101(14).

23 ///

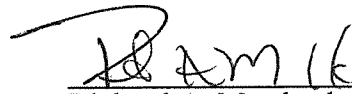
24 ///

25 ///

1           13. I request the Court authorize the use of the proceeds of the auction sale to make Court  
2 approved disbursements to the proposed Auctioneer pursuant to the terms of the Auction Contract  
3 and my Auction Motion.

4           I declare under penalty of perjury under the laws of the United States of America that the  
5 foregoing is true and correct.

6           Executed on <sup>Feb</sup> ~~January~~ 4, 2019, at Irvine, California.

7  
8   
9 Richard A. Marshack

**DECLARATION OF DAVID SPEAR**

I, David Spear, declare:

1. I am the President of R.L. Spear Co., Inc. ("Firm"), the proposed auctioneer for Richard A. Marshack ("Trustee"), the Chapter 7 trustee for the bankruptcy estate of *In re On Call Communications, Inc.* ("Debtor"), Case No. 8:18-bk-14038-CB. I have personal knowledge of the matters set forth in this Declaration and if called upon to testify, I could and would testify competently thereto.

2. I make this Declaration in support of the *Chapter 7 Trustee's Motion for an Order Authorizing the Trustee to: (1) Conduct an Auction Sale of Personal Property Assets of the Estate Free and Clear of Liens Pursuant to Bankruptcy Code Sections 363(b) and (f); (2) Employ R.L. Spear Co., Inc. as Auctioneer and Pay Compensation and Expenses to the Auctioneer; and (3) Granting Related Relief Including Use of Sale Proceeds to Pay for Actual Costs Incurred* ("Auction Motion"). Unless otherwise noted, capitalized terms herein have the meaning as set forth in the Auction Motion.

3. Attached here as **Exhibit "3"** is a true and correct copy of the Firm's resume.

4. Attached here as **Exhibit "4"** is a copy of the Firm's \$50,000.00 blanket bond in favor of the United States of America. The total value of auction assets in all bankruptcy estates in which the Firm is involved in this district does not exceed the Firm's blanket bond.

5. The Firm also maintains liability insurance for lost or stolen property which protects any and all property under the Firm's control which is secured, transported and stored at the Firm's auction location until sold.

6. The Firm has advised the Trustee that it anticipates the auction of the Assets to generate gross revenue of approximately \$20,000.00 to \$25,000.00.

7. The Firm will conduct the auction sale based solely upon the following compensation: (i) 13% Buyer Fee charged to each purchaser, and (ii) a 15% Seller Fee charged to the Estate. The Firm will receive the entire 13% Buyer Fee.

8. The Firm shall also seek reimbursement for its expenses incurred in moving the Assets and in conducting the auction, which I estimate will be no more than \$4,000.00.

1           9.       I have read Auction Motion and the Firm agrees to and approves all of the terms and  
2 conditions set forth in the Auction Contract and the Auction Motion.

3           10. To the best of the Firm's knowledge after full investigation, neither the Firm, nor any  
4 of the professionals comprising or employed by it, have any connection with the Debtor, its creditors  
5 or any other party in interest, their respective attorneys or other professionals, the United States  
6 Trustee, or any person employed by the United States Trustee.

7            11. To the best of the Firm's knowledge after full investigation, none of the professionals  
8 comprising or employed by the Firm are related to any judge of the United States Bankruptcy Court  
9 for the Central District of California, or to the United States Trustee or any employee of the United  
10 States Trustee.

11           12.     To the best of my knowledge after full investigation, the Firm is both disinterested  
12 as that term is defined in Bankruptcy Code Section 101(14) and represents no interest which would  
13 be adverse to the Debtor, its Estate or its creditors or any party in interest in this proceeding.

14 13. The Firm has no pre-petition claim against the Estate.

15            14.     The Firm has received no retainer for the services to be performed on behalf of the  
16     Estate.

17 15. The Firm and I are familiar with the requirements of the United States Trustee related  
18 to employment of auctioneers which includes requirements relative to the filing of a report by the  
19 auctioneer and the procedures for compensation of auctioneers, and we agree to comply the  
20 requirements. I understand that the United States Trustee's Supervisory Instruction No. 10 provides  
21 that any and all auction proceeds are to be turned over to the Trustee within seven days of conclusion  
22 of the auction and that the Auction Report is due within twenty-one days after conclusion of the  
23 auction.

24 I declare under penalty of perjury under the laws of the United States of America that the  
25 foregoing is true and correct.

26 Executed on January 30 2019, at Westlake Village, California.

27  
28

David Spear

**Exhibit “1”**  
**Debtor’s Schedule A/B**

Fill in this information to identify the case:

Debtor name **On Call Communications, Inc.**

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

## Official Form 206A/B Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

**Part 1: Cash and cash equivalents**

**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.  
☒ Yes Fill in the information below.

**All cash or cash equivalents owned or controlled by the debtor**

**Current value of debtor's interest**

**3. Checking, savings, money market, or financial brokerage accounts (Identify all)**

Name of institution (bank or brokerage firm)

Type of account

Last 4 digits of account number

<b>Chase Bank</b>			
<b>26791 Portola Pkwy</b>			
<b>3.1. Foothill Ranch, CA 92610</b>	<b>Business Checking</b>	<b>9724</b>	<b>\$18,674.27</b>

**4. Other cash equivalents (Identify all)**

**5. Total of Part 1.**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

**\$18,674.27**

**Part 2: Deposits and Prepayments**

**6. Does the debtor have any deposits or prepayments?**

- ☒ No. Go to Part 3.  
☐ Yes Fill in the information below.

**Part 3: Accounts receivable**

**10. Does the debtor have any accounts receivable?**

- ☐ No. Go to Part 4.  
☒ Yes Fill in the information below.

**11. Accounts receivable**

11a. 90 days old or less:	<b>13,000.00</b>	-	<b>0.00</b>	= ....	<b>\$13,000.00</b>
	face amount		doubtful or uncollectible accounts		



Debtor On Call Communications, Inc. Case number (If known) \_\_\_\_\_  
Name

11b. Over 90 days old: 1,500,000.00 - 0.00 =.... \$1,500,000.00  
face amount doubtful or uncollectible accounts

12. **Total of Part 3.**

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$1,513,000.00

**Part 4: Investments**

13. **Does the debtor own any investments?**

- ☒ No. Go to Part 5.  
☐ Yes Fill in the information below.

**Part 5: Inventory, excluding agriculture assets**

18. **Does the debtor own any inventory (excluding agriculture assets)?**

- ☒ No. Go to Part 6.  
☐ Yes Fill in the information below.

**Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)**

27. **Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

- ☒ No. Go to Part 7.  
☐ Yes Fill in the information below.

**Part 7: Office furniture, fixtures, and equipment; and collectibles**

38. **Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

- ☒ No. Go to Part 8.  
☐ Yes Fill in the information below.

**Part 8: Machinery, equipment, and vehicles**

46. **Does the debtor own or lease any machinery, equipment, or vehicles?**

- ☐ No. Go to Part 9.  
☒ Yes Fill in the information below.

See attached inventory of equipment.

47. **Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles**

48. **Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

49. **Aircraft and accessories**

50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**

See attached inventory of equipment. \$0.00 \$60,000.00

Debtor On Call Communications, Inc.  
Name

Case number (If known) \_\_\_\_\_

51. **Total of Part 8.**

Add lines 47 through 50. Copy the total to line 87.

\$60,000.00

52. **Is a depreciation schedule available for any of the property listed in Part 8?**

- ☒ No  
☐ Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**

- ☒ No  
☐ Yes

**Part 9: Real property**

54. **Does the debtor own or lease any real property?**

- ☒ No. Go to Part 10.  
☐ Yes Fill in the information below.

**Part 10: Intangibles and intellectual property**

59. **Does the debtor have any interests in intangibles or intellectual property?**

- ☒ No. Go to Part 11.  
☐ Yes Fill in the information below.

**Part 11: All other assets**

70. **Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☒ No. Go to Part 12.  
☐ Yes Fill in the information below.

Debtor On Call Communications, Inc.  
Name

Case number (If known) \_\_\_\_\_

**Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. <b>Cash, cash equivalents, and financial assets.</b> <i>Copy line 5, Part 1</i>	<u>\$18,674.27</u>	
81. <b>Deposits and prepayments.</b> <i>Copy line 9, Part 2.</i>	<u>\$0.00</u>	
82. <b>Accounts receivable.</b> <i>Copy line 12, Part 3.</i>	<u>\$1,513,000.00</u>	
83. <b>Investments.</b> <i>Copy line 17, Part 4.</i>	<u>\$0.00</u>	
84. <b>Inventory.</b> <i>Copy line 23, Part 5.</i>	<u>\$0.00</u>	
85. <b>Farming and fishing-related assets.</b> <i>Copy line 33, Part 6.</i>	<u>\$0.00</u>	
86. <b>Office furniture, fixtures, and equipment; and collectibles.</b> <i>Copy line 43, Part 7.</i>	<u>\$0.00</u>	
87. <b>Machinery, equipment, and vehicles.</b> <i>Copy line 51, Part 8.</i>	<u>\$60,000.00</u>	
88. <b>Real property.</b> <i>Copy line 56, Part 9.....&gt;</i>		<u>\$0.00</u>
89. <b>Intangibles and intellectual property.</b> <i>Copy line 66, Part 10.</i>	<u>\$0.00</u>	
90. <b>All other assets.</b> <i>Copy line 78, Part 11.</i>	+ <u>\$0.00</u>	
91. <b>Total.</b> Add lines 80 through 90 for each column	<u>\$1,591,674.27</u>	+ 91b. <u>\$0.00</u>
92. <b>Total of all property on Schedule A/B.</b> Add lines 91a+91b=92		<u>\$1,591,674.27</u>

**On Call Communications Assets. Located at 19631 Descartes, Foothill Ranch, CA. 92610.**

1) Cabinet of C band feeds. Value \$1,000



2) Cabinet of integrations materials. Value \$2,500



3) Cabinet of integration materials Value \$2,500



4) Shelves of integration materials Value \$2,500



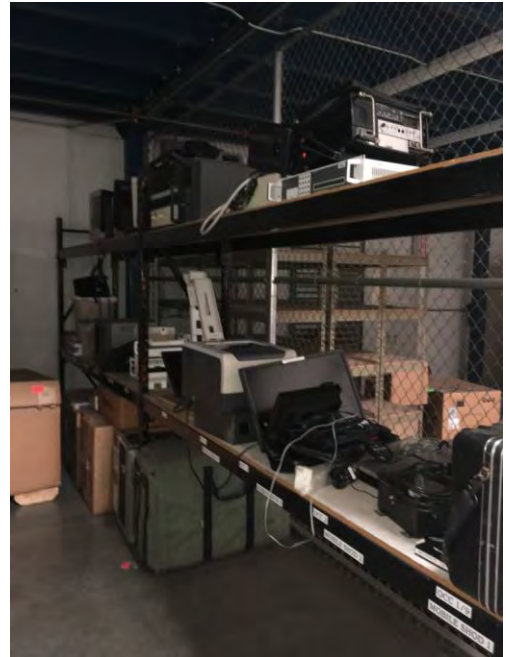
5) (3) shelves of satellite modems, voice and acceleration equipment (condition unknown) Value  
\$15,000







6) (2) pallets of AT&T circuit boards Value unknown



7) Satellite electronics, test equipment  
computer and office equipment. Value \$8,000



8) 85-cm auto-acquire vehicle mount antenna with 40-watt BUC and cable in cardboard shipping container.

Value: \$20,000 - \$30,000





9) 75-cm auto single flyaway antenna. Value: \$5,000



10) baseband and test cases. Value: \$3,000

## **Exhibit “2” Auction Contract**



## **AUCTION AGREEMENT**

January 16, 2019

Richard A. Marshack, Chapter 7 Trustee ("Trustee"), seller and/or owner(s) of that certain business and/or personal property located at 19631 Descartes, Foothill Ranch, CA 92610, known as "physical assets of On Call Communications, Inc.", does hereby authorize and retain R.L. Spear Co., Inc. to act as my/our Agents to sell at on-line Public Auction all designated property from said premises after transfer to 12473 Gladstone Avenue, Unit L, Sylmar, CA on or about a date to be determined. Sale is to commence between 10 am and 3 pm.

I/We agree to warrant title to be unencumbered at the time of said sale.

I/We agree to furnish R.L. Spear Co., Inc. without charge, the use of the premises for the purposes of removal of merchandise.

No items may be sold prior to the auction, except upon the written consent of both parties and the proceeds shall be considered as part of the auction sale.

R.L. Spear Co., Inc. shall receive as commission 15% (fifteen percent) of gross proceeds for all auction proceeds (the "Seller Fee"). R.L. Spear Co., Inc. shall be reimbursed for actual expenses incurred by them for the purpose of preparing for and conducting the auction. Expenses shall include the following: advertising (newspapers, internet, direct mail, telemarketing and/or internet auction site), labor (set-up, cleaning, cataloging, bookkeeping, and check-out), and permits.

Seller agrees that in the event auction merchandise or its location contain any type of toxic waste in any form whatsoever, auctioneer shall not be responsible for its containment, storage, or removal.

Auctioneer reserves the right to charge auction purchaser's a buyer's premium on each item sold under the terms of this agreement which shall be retained by R.L. Spear Co., Inc.

I/We hereby authorize R.L. Spear Co., Inc. to publish and record a "Bulk Sale Notice" in compliance with State Laws.

R.L. Spear Co., Inc. shall endeavor to secure the highest prices possible for the property sold as auctioneer may determine. The property will be sold in lots to suit the convenience of the buyers

Items to be sold include the following: Communication equipment and peripheals.

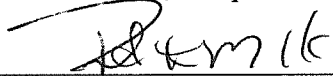
Auctioneer may deduct from the proceeds of sale all funds due him under the terms of this agreement. Including expenses and advances and all funds required to satisfy the demands of any party claiming a security interest, lien, or encumbrance against the property or proceeds thereof.

Auctioneer shall turn over to the Trustee the Buyer Fee (13% of the gross sale price to be paid by the buyer) and the auction proceeds (without deduction for the Seller Fee) no later than seven calendar days after the conclusion of the auction. Auctioneer understands that payment of the Buyer Fee and Seller Fee by the Trustee to the Auctioneer is subject to the Auctioneer providing the Trustee with a Report of Auctioneer ("Auction Report") within twenty-one calendar days after the conclusion of the auction in compliance with the requirements of the United States Trustee's Supervisory Instruction No. 10.

Within seven days of the Trustee's receipt of the Auction Report, the Trustee shall file it with the Bankruptcy Court along with a declaration stating that the Trustee has compared the Auction Report to the list of items/lots sold, the Auction Report is satisfactory, the gross funds have been turned over to the Trustee, and the Auctioneer has been compensated pursuant to the terms of the Auction Contract and this Auction Motion as approved by the Court. Provided an Order has been entered approving payment of the Auctioneer's compensation and expenses, the Trustee shall compensate the Auctioneer for the Court approved fees and expenses within ten days of the Trustee's receipt of the Auction Report.

The Bankruptcy Court for the Central District of California, Santa Division, shall have jurisdiction to interpret and enforce the terms of this Agreement. This Agreement shall be construed pursuant to the laws of the State of California, except to the extent preempted by applicable Federal bankruptcy law.

Richard A. Marshack, Chapter 7 Trustee



Date 2-4-19

**870 Roosevelt  
Irvine, CA 92620  
(949) 333-7777 \* (949) 333-7778 fax**

R.L. Spear Co., Inc.

Date \_\_\_\_\_

**R.L. Spear Co., Inc.  
5776 D Lindero Canyon Road, #409  
Westlake Village, CA 91362  
(818) 735-0822 \* (805) 845-3808 fax**

## **Exhibit “3” Auctioneer’s Resume**

R.L. Spear Co., Inc.  
David Spear, Auctioneer  
RESUME

Founded 1963

Incorporated 1973

R.L. Spear Co., Inc. provides services related to asset conversion for general industry, commercial enterprises and estates. Services include outcall auctions, web-cast auctions, internet auctions, closed bid sales, liquidations, appraisals, outright purchases and merchandise sold on consignment.

Auction experience includes 50 years in industrial and commercial auction sales. David Spear has worked in the auction field since 1967, providing auction coordination and logistic services, and has served as head auctioneer since 1989. He has conducted approximately 2500 auctions, locally and nationwide.

Member: National Auctioneer's Association  
California State Auctioneer Association  
Southern California Auctioneer's Association  
Trustee- SCAA 1997-2019, Vice-President 2006-07  
President- 2008-2009

Bond: # MS237-58-08 Great American Insurance Co.

Graduate, Missouri Auction School, 2004

All auction records kept by Maxanet Auction Systems

Experience in live out-call auctions, internet auctions, simultaneous live and on-line call auctions, sealed bids, bulk-sale offers, negotiated private treaty sales, estate sales and liquidation sales.

R.L. Spear Co., Inc. has auctioned assets in many different industries. Typical categories include computers and data processing equipment, printing and mailing equipment, metal working machinery, warehouse equipment, office supplies, office furniture and equipment, restaurant equipment, woodworking equipment, commercial store fixtures and equipment, pharmaceutical equipment, cinemagraphic and video equipment, recording equipment, trucks and heavy equipment, aerospace supplies and equipment, garment manufacturing equipment, automotive parts inventories, vehicles, consumer goods and electronics, estates & household furnishings, test equipment, etc.

R.L. Spear Co., Inc. has provided auction and appraisal services for private and public companies as well as banks, financial institutions, leasing companies, FTC, SEC, FDIC, State of California, State Court, Federal Court, Probate Court, State Court Receivers and Trustees of the U.S. Bankruptcy Court.

## **R.L. Spear Co., Inc.**

### Reference List

**James H. Donell**  
**Receiver of Citadel Capital**  
**310/ 207-8481**

**Robb Evans & Associates**  
**Receiver for Mowbray Tree Service, et al.**  
**Brick Kane**  
**Kent Johnston**  
**818/ 768-8100**

**Byron Moldo**  
**Assignee for the Benefit of Creditors, HBS Equipment Corp.**  
**310/ 551-3100**

**Rob Chute**  
**Facilities Coordinator**  
**Herbalife**  
**310/ 410-9600 x52160**

**Ray Wolffe**  
**President**  
**Bardwell & McAlister Inc.**  
**818/ 771-1281**

**Robert Greenfield**  
**Warner Bros. Studio Facilities**  
**818/ 954-5690**

## **Exhibit “4” Blanket Bond**

BOND NO. 601074008

\$ 50,000.00

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, R. L. Spear Co., Inc.

hereinafter called the Principal (Auctioneer), and  
THE OHIO CASUALTY INSURANCE COMPANY

hereinafter called Surety, are held and firmly bound unto the United States of America and/or the  
United States Trustee hereinafter called the Oblige in the aggregate sum of  
Fifty Thousand Dollars  
(\$ 50,000.00) for the payment whereof to the Oblige, the Principal and Surety hereby  
bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Oblige will from time to time conduct auctions on behalf of  
the United States Trustee and/or the United States Bankruptcy Court, and as a condition to perform  
such auctions the United States Trustee requires that a surety bond be posted to secure the faithful  
performance of such auctions.

NOW, THEREFORE, the condition of this obligation is such that if the above bound  
Principal shall faithfully perform the duties of an auctioneer and account for all monies received and  
in all things comply with the requirements of the United States Trustee and/or the United States  
Bankruptcy Court, then this obligation shall be null and void.

PROVIDED, HOWEVER, that the Surety or Principal may cancel this bond by giving thirty  
(30) days prior notice in writing to the Oblige such notice to be given by certified mail. Such  
cancellation shall not affect any liability incurred under this bond prior to the effective date of such  
cancellation.

LIABILITY UNDER THIS BOND SHALL COMMENCE ON THE 26th DAY OF  
March, 2014.

SIGNED, SEALED AND DATED THIS 26th DAY OF March,  
2014.

ATTEST:

✓

R. L. Spear Co., Inc.

Principal (Auctioneer)

By: ✓

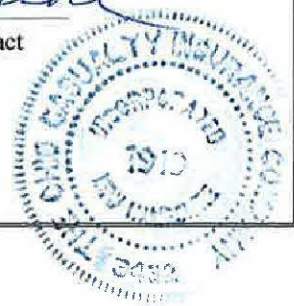
David Spear, President

THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: Nadine R. Weilersbacher

Nadine R. Weilersbacher, Attorney-in-Fact





Principal: R. L. Spear Co., Inc.

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Agency Name: H. R. Munro &amp; Company

THE OHIO CASUALTY INSURANCE COMPANY

Obligee: US Trustee - Central District of California

Agent Code: 375602

Bond Number: 601074008

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Tod E. Aronson, Charles R. Croyle, Gregory Magnus, Georganne Yandura, Nadine R. Weilersbacher, Marcella M. Nestor, Jayne B. Maloney of Pittsburgh, Pennsylvania its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania  
My Commission

expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

#### ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15<sup>th</sup> day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

#### CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 26th day of March, 2014.



Gregory W. Davenport, Assistant Secretary

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **February 5, 2019**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Request for Notice:** Shawn M Christianson cmcintire@buchalter.com, schristianson@buchalter.com
- **Attorney for Trustee:** Melissa Davis Lowe mlowe@shbllp.com, averynon@shbllp.com
- **Chapter 7 Trustee:** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com
- **Attorney for Debtor:** Hamid R Rafatjoo hrafatjoo@raineslaw.com, bclark@raineslaw.com;  
cwilliams@raineslaw.com
- **Attorney for Trustee:** Leonard M Shulman lshulman@shbllp.com
- **Interested Party:** United States Trustee (SA) ustregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **February 5, 2019**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**Judge's Copy**

U.S. Bankruptcy Court  
Attn: Honorable Catherine A. Bauer  
411 W. Fourth Street, Suite 5165  
Santa Ana, CA 92701

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**February 5, 2019**  
Date

**Erlanna Lohayza**  
Printed Name

**/s/ Erlanna Lohayza**  
Signature

**U.S. MAIL SERVICE LIST**

**DEBTOR**

ON CALL COMMUNICATIONS,  
INC.  
19631 DESCARTES  
FOOTHILL RANCH, CA 92610-  
2609

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SACRAMENTO, CA 94280-0001

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BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

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CANADA

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0739

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ISRAEL

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CANADA

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MITEC VSAT  
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KIRKLAND QC H9H 5M8  
CANADA

**CREDITOR LISTING**

MOSHER & SKORINA  
28202 CABOT RD SUITE 300  
LAGUNA NIGUEL, CA 92677-1249

**CREDITOR LISTING**

NFS LEASING  
900 CUMMINGS CENTER  
SUITE 226-U  
BEVERLY, MA 01915-6183

**CREDITOR LISTING**

NK PRECISION MACHINING  
1960 BAIR AVE  
SANTA ANA, CA 92705-5707

**CREDITOR LISTING**

NATIONAL ASSOCIATION OF  
BROADCASTERS  
1771 N STREET NW  
WASHINGTON, DC 20036-2800

**CREDITOR LISTING**

NATIONAL ASSOCIATION OF  
BROADCASTERS  
P O BOX 418709  
BOSTON, MA 02241-8709

**CREDITOR LISTING**

NATIONAL TEST EQUIPMENT  
1935 PLAZA REAL  
OCEANSIDE, CA 92056-6024

**CREDITOR LISTING**

NEWPORT PACK & CRATE  
3044 SOUTH ORANGE  
SANTA ANA, CA 92707-4248

**CREDITOR LISTING**

NEWTEC  
1055 WASHINGTON BLVD  
STAMFORD, CT 06901-2216

**CREDITOR LISTING**

OLD DOMINION FREIGHT LINE  
P O BOX 742296  
LOS ANGELES, CA 90074-2296

**CREDITOR LISTING**

OLD DOMINION FREIGHT LINE,  
INC  
RUSTY FRAZIER, LITIGATION  
COORDINATOR  
500 OLD DOMINION WAY  
THOMASVILLE, NC 27360-8923

**CREDITOR LISTING**

ONEACCESS  
LE CHAVEZ 13 AVE MORANE  
SAULNIER  
78140 VELIZY VILLACOUBLAY  
FRANCE

**CREDITOR LISTING**

ORACLE AMERICA INC.  
500 ORACLE PARKWAY  
REDWOOD CITY, CA 94065-1677

**CREDITOR LISTING**

ORANGE COUNTY TAX  
COLLECTOR  
P O BOX 1438  
SANTA ANA, CA 92702-1438

**CREDITOR LISTING**

PEI-GENESIS  
P O BOX 5591  
CAROL STREAM, IL 60197-5591

**CREDITOR LISTING**

PANATRON INC.  
P O BOX 8010  
RANCHO CUCAMONGA, CA  
91701-0010

**CREDITOR LISTING**

PASTERNAK ENTERPRISES  
PO BOX 16759  
IRVINE, CA 92623-6759

**CREDITOR LISTING**

PHILADELPHIA INS CO  
P O BOX 70251  
PHILADELPHIA, PA 19176-0251

**CREDITOR LISTING**

PIRANHA PRODUCTS  
15621 INDUSTRY LANE  
HUNTINGTON BEACH, CA  
92649-1536

**CREDITOR LISTING**

QBI  
21031 VENTURA BLVD 12TH FL  
WOODLAND HILLS, CA 91364-2229

**CREDITOR LISTING**

QUINTECH ELECTRONICS  
250 AIRPORT RD  
INDIANA, PA 15701-8944

**CREDITOR LISTING**

RED VELVET INSTRUMENTS  
1968 CALLE YUCCA  
THOUSAND OAKS, CA 91360-  
2255

**CREDITOR LISTING**

RICH DESIGNS  
1511 BITTERROOT CT  
SAN MARCOS, CA 92069-2210

**CREDITOR LISTING**

RIGO JANITORIAL  
29556 BROOK CT.  
SAN JUAN CAPISTRANO, CA  
92675-1201

**CREDITOR LISTING**

ROCK IT CARGO  
1002 LITITZ PIKE STE 238  
LITITZ, PA 17543-9328

**CREDITOR LISTING**

SANDE EQUIPMENT CO. INC.  
508 MONTEREY PASS ROAD  
MONTEREY PARK, CA 91754-2417

**CREDITOR LISTING**

SATCOM RESOURCES  
PO BOX 912827  
DENVER, CO 80291-2827

**CREDITOR LISTING**

SATELLITE BROADBAND  
COMMUNICATIONS INC.  
1930 NW 18TH ST BAY NO. 11  
POMPANO BEACH, FL 33069-  
1679

**CREDITOR LISTING**

SATELLITE INTELLIGENCE GROUP  
7905 POTTERY CREEK RD  
LAS VEGAS, NV 89128-7352

**CREDITOR LISTING**

SATELLITE INTELLIGENCE GROUP  
9049 STONE CABIN CT  
LAS VEGAS, NV 89149-0410

**CREDITOR LISTING**

SCANSOURCE  
COMMUNICATIONS  
24263 NETWORK PLACE  
CHICAGO, IL 60673-1242

**CREDITOR LISTING**

SCANSOURCE COMMUNICATIONS  
6 LOGUE CT.  
GREENVILLE, SC 29615-5785

**CREDITOR LISTING**

SCHAEFER INC.  
45 SOUTH STREET  
HOPKINTON, MA 01748-2237

**CREDITOR LISTING**

SENCORE  
3200 SENCORE DRIVE  
SIOUX FALLS, SD 57107-0724

**CREDITOR LISTING**

SHISHIDO, SIDNEY  
23372 AUGUSTA  
MISSION VIEJO, CA 92692-1571

**CREDITOR LISTING**

SIR SPEEDY  
726 W ANGUS AVE  
SUITE A-9  
ORANGE, CA 92868-1300

**CREDITOR LISTING**

SO CAL EDISON  
PO BOX 300  
ROSEMEAD, CA 91770-0300

**CREDITOR LISTING**

SOFTCHOICE CORPORATION  
16609 COLLECTIONS CENTER DR  
CHICAGO, IL 60693-0166

**CREDITOR LISTING**

SOLECTEK  
8969 KENAMAR DR STE 113  
SAN DIEGO, CA 92121-2441

**CREDITOR LISTING**

SPECTRUM FIRE PROTECTION  
9938 POTTER ST  
BELLFLOWER, CA 90706-3223

**PREFERRED ADDRESS**

SPRINT NEXTEL  
CORRESPONDENCE  
ATTN BANKRUPTCY DEPT  
PO BOX 7949  
OVERLAND PARK KS 66207-0949

**CREDITOR LISTING**

SQUAR MILNER MIRANDA &  
WILLIAMSON  
4100 NEWPORT PLACE STE 300  
NEWPORT BEACH, CA 92660-1400

**CREDITOR LISTING**

STARKEY, DAVID  
90 SEACOUNTRY LANE  
RANCHO SANTA MARGARITA,  
CA 92688-5524

**CREDITOR LISTING**

STATE BOARD OF EQUALIZATION  
SPECIAL OPERATIONS  
BANKRUPTCY TEAM  
MIC 74  
P.O. BOX 942879  
SACRAMENTO, CA 94279-0074

**CREDITOR LISTING**

STOR-IT FOOTHILL RANCH  
19822 PAULING  
FOOTHILL RANCH, CA 92610-2601

**CREDITOR LISTING**

STRATEGIC VALUE MEDIA  
8700 INDIAN CREEK PARKWAY  
SUITE 300  
OVERLAND PARK, KS 66210-  
1512

**CREDITOR LISTING**

TALLEY COMMUNICATIONS  
P O BOX 511390  
LOS ANGELES, CA 90051-7945

**CREDITOR LISTING**

TAPES ETC.  
BOX 896  
LAKE FOREST, CA 92609-0896

**CREDITOR LISTING**

TESSCO TECHNOLOGIES INC  
P O BOX 102885  
ATLANTA, GA 30368-2885

**CREDITOR LISTING**

TODOCAST INC  
31831 CAMINO CAPISTRANO  
SUITE 300A  
SAN JUAN CAPISTRANO, CA  
92675-3245

**CREDITOR LISTING**

TURLEY ENGINEERING  
6947 SALIZAR ST  
SAN DIEGO, CA 92111-3332

**CREDITOR LISTING**

TYCO  
P O BOX 371967  
PITTSBURGH, PA 15250-7967

**CREDITOR LISTING**

UHP NETWORKS  
6600 TRANS-CANADA HWY #750  
POINTE CLAIRE QC H9R 4S2  
CANADA

**CREDITOR LISTING**

UPS  
PO BOX 894820  
LOS ANGELES, CA 90189-4820



**CREDITOR LISTING**

UPS FREIGHT  
28013 NETWORK PLACE  
CHICAGO, IL 60673-1280

**CREDITOR LISTING**

UPS-SCS CANADA  
P O BOX 689  
ST LAURENT QC H4L 4V9  
CANADA

**CREDITOR LISTING**

UPS-SUPPLY CHAIN SOLUTIONS  
28013 NETWORK PLACE  
CHICAGO, IL 60673-1280

**CREDITOR LISTING**

US BANK CREDIT CARDS  
P O BOX 790408  
ST. LOUIS, MO 63179-0408

**CREDITOR LISTING**

USI OF SOUTHERN CALIF  
P O BOX 62683  
VIRGINIA BEACH, VA 23466-2683

**CREDITOR LISTING**

ULINE  
P O BOX 88741  
CHICAGO, IL 60680-1741

**CREDITOR LISTING**

UNITEK INFORMATION  
TECHNOLOGIES  
16027 VENTURA BLVD  
SUITE 101  
ENCINO, CA 91436-2703

**CREDITOR LISTING**

UNUM LIFE INSURANCE CO.  
PO BOX 740591  
ATLANTA, GA 30374-0591

**CREDITOR LISTING**

V AND M BOHR LIVING TRUST  
985 LINDA VISTA  
PASADENA, CA 91103-2743

**CREDITOR LISTING**

VANGUARD LOGISTICS  
SERVICES  
2665 EAST DEL AMO BLVD  
RANCHO DOMINGUEZ, CA  
90221-6003

**CREDITOR LISTING**

VIZUALL  
1200 S PINE ISLAND RD STE 300  
PLANTATION, FL 33324-4463

**CREDITOR LISTING**

VOIPLINK  
2465 CENTERLINE INDUSTRIAL DR  
MARYLAND HEIGHTS, MO 63043-  
3307

**CREDITOR LISTING**

VORTEX INDUSTRIES  
1801 W OLYMPIC BLVD  
FILE 1095  
PASADENA, CA 91199-1095

**CREDITOR LISTING**

WAV WIRELESS OUTFITTERS  
2380A PROSPECT DR  
AURORA, IL 60502-7815

**CREDITOR LISTING**

WB WALTON ENTERPRISES INC  
P O BOX 9010  
SAN BERNARDINO, CA 92427-0010

**CREDITOR LISTING**

WAVESTREAM CORP.  
545 WEST TERRACE DRIVE  
SAN DIMAS, CA 91773-2915

**CREDITOR LISTING**

WAVESTREAM CORP.  
DEPT. LA 23002  
PASADENA, CA 91185-3002

**CREDITOR LISTING**

WESTERN TELEMATIC  
5 STERLING  
IRVINE, CA 92618-2517

**CREDITOR LISTING**

WOLF COMMUNICATIONS  
1183 WHISPERING OAK DR  
CASTLE ROCK, CO 80104-8469

**CREDITOR LISTING**

WORLDWIDE MARKETING  
SOLUTIONS  
P O BOX 694614  
MIAMI, FL 33269-1614

**CREDITOR LISTING**

X2NSAT  
1310 REDWOOD WAY  
SUITE C  
PETALUMA, CA 94954-6514

**CREDITOR LISTING**

XIPLINK  
4200 ST LAURENT BOUL #1010  
MONTREAL QC H2W 2R2  
CANADA

**CREDITOR LISTING**

XIPLINK  
43270 MORVEN SQ  
ASHBURN, VA 20147-3187

**CREDITOR LISTING**

ZYXEL COMMUNICATIONS  
1130 N MILLER STREET  
ANAHEIM, CA 92806-2001

**UNDELIVERABLE**

COURTESY NEF

**RETURNED MAIL**

**N/A**

SANTA ANA DIVISION  
411 WEST FOURTH STREET,  
SUITE 2030,  
SANTA ANA, CA 92701-4500

**DUPLICATE**

OFFICE OF THE UNITED STATES  
TRUSTEE  
411 WEST FOURTH STREET,  
SUITE 7160  
SANTA ANA, CA 92701-4500

**UNDELIVERABLE**

DRAKE & CO  
P O BOX 757  
CHANDRA HOUSE COVENT  
STREET APIA  
SAMOA

**DUPLICATE**

FRANCHISE TAX BOARD  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**DUPLICATE**

FULTON ANN  
P.O. BOX 274  
BISHOP, CA 93515-0274

**DUPLICATE**

INTERNAL REVENUE SERVICE  
P.O. BOX 7346  
PHILADELPHIA, PA 19101-7346

**DUPLICATE**

LLOYD WHITEHORN  
4 HUTTON CENTER DRIVE  
SUITE 750  
SANTA ANA, CA 92707-8710

**DUPLICATE**

MALCOLM PETER  
11315 WATER OAK LN  
CYPRESS, TX 77429-4034

**DUPLICATE**

NFS LEASING  
900 COMMINGS CENTER  
SUITE 226-U  
BEVERLY, MA 01915-6183

**DUPLICATE**

JAMES GILBERT  
27 AUGUSTA  
CORTA DE CAZA, CA 92679-  
4829

**RETURNED 12/27/18; NOT  
DELIVERABLE AS ADDRESSED;  
UNABLE TO FORWARD**

**CREDITOR LISTING**  
PREMIER WIRELESS  
2284 N. GLASSELL ST.  
ORANGE, CA 92865-2743

**RETURNED 12/31/18; NOT  
DELIVERABLE AS ADDRESSED;  
UNABLE TO FORWARD**

**CREDITOR LISTING**  
DIVERSIFIED PACKAGING INC.  
2221 S. ANNE ST.  
SANTA ANA, CA 92704-4410

**RETURNED 12/31/18; NOT  
DELIVERABLE AS  
ADDRESSED; UNABLE TO  
FORWARD**

**CREDITOR LISTING**  
STRATEGIC PENSION  
SERVICES  
114 PACIFICA STE 150  
IRVINE, CA 92618-3326

**RETURNED 12/31/18; NOT AT  
TROUTMAN SANDERS**

**CREDITOR LISTING**  
NORSAT INT'L  
1001 HAXALL POINT STE 1122  
RICHMOND, VA 23219-3943

**RETURNED 12/31/18; BOX  
CLOSED**

**CREDITOR LISTING**  
CITIBUSINESS CARD  
P O BOX 6406  
THE LAKES, NV 88901-6406

**RETURNED 12/31/18; ACCOUNT  
CLOSED; RETURN TO SENDER**

**CREDITOR LISTING**  
MOSS ADAMS LLP  
P O BOX 748369  
LOS ANGELES, CA 90074-8369

**RETURNED 1/2/19; NO MAIL  
RECEPTACLE; UNABLE TO  
FORWARD**

**CREDITOR LISTING**  
CNA  
DEPARTMENT LA 21245  
PASADENA, CA 91185-1245

**RETURNED 1/2/19; NOT  
DELIVERABLE AS ADDRESSED;  
UNABLE TO FORWARD**

**CREDITOR LISTING**  
PRECISION POWDER COATING  
1236 EAST NORMANDY PLACE  
SANTA ANA, CA 92705-4136

**RETURNED 1/2/19; BOX  
CLOSED; NO FORWARDING  
ORDER ON FILE**

**CREDITOR LISTING**  
NEWARK ELEMENT 14  
P O BOX 94151  
PALATINE, IL 60094-4151

**RETURNED 1/2/19; FORWARDING  
ORDER EXPIRED**

**CREDITOR LISTING**  
UPS CUSTOM BROKERAGE INC.  
PO BOX 34486  
LOUISVILLE, KY 40232-4486

**RETURNED 1/3/19; ATTEMPTED,  
NOT KNOWN; UNABLE TO  
FORWARD**

**CREDITOR LISTING**  
KINCAID, GREG  
5400 W. 117TH STREET  
INGLEWOOD, CA 90304-1049

**RETURNED 1/3/19;  
INSUFFICIENT ADDRESS;  
UNABLE TO FORWARD**

**CREDITOR LISTING**  
TAZCA CONNECTS  
ONE PIERCE PLACE STE 700  
ITASCA, IL 60143-1253

**RETURNED 1/3/19; UNABLE TO  
FORWARD**

**CREDITOR LISTING**  
PRECISE SATELLITE/RV  
ELECTRONICS  
7460 S OLD OAKS DR  
FLORAL CITY, FL 34436-2651

**RETURNED 1/3/19; ATTEMPTED,  
NOT KNOWN; UNABLE TO  
FORWARD**

**CREDITOR LISTING**  
MOSHER & SKORINA P.C.  
26691 PLAZA SUITE 200  
MISSION VIEJO, CA 92691-8582

**RETURNED 1/3/19; BOX  
CLOSED; NO FORWARDING ON  
FILE  
CREDITOR LISTING**  
CHASE INK CARD  
P O BOX 94014  
PALATINE, IL 60094-4014

**RETURNED 1/4/19; SEE NEW  
ADDRESS  
CREDITOR LISTING**  
VIZUALL  
200 SOUTH PARK ROAD  
SUITE 250  
HOLLYWOOD, FL 33021-8357

**RETURNED 1/7/19; ATTEMPTED,  
NOT KNOWN; NAME DOESN'T  
MATCH ADDRESS  
CREDITOR LISTING**  
DELAWARE SECRETARY OF  
STATE  
3422 OLD CAPITOL TRAIL  
SUITE 700  
WILMINGTON, DE 19808-6124

**RETURNED 1/8/19; BOX  
CLOSED  
CREDITOR LISTING**  
CNN NEWSOURCE  
P O BOX 532455  
CHARLOTTE, NC 28290-2455

**RETURNED 1/9/19; ATTEMPTED,  
NOT KNOWN; UNABLE TO  
FORWARD  
CREDITOR LISTING**  
LEMKO  
ONE PIERCE PLACE  
SUITE 700  
ITASCA, IL 60143-2606

**RETURNED 1/10/19; UNABLE TO  
FORWARD  
CREDITOR LISTING**  
WINNCOM TECHNOLOGIES  
30700 CARTER ST  
UNIT A  
OLON, OH 44139-3585

**RETURNED 1/11/19; UNABLE  
TO FORWARD  
CREDITOR LISTING**  
INSULATED WIRE INC  
20 E. FRANKLIN ST  
DANBURY, CT 06810-5848

**RETURNED 1/14/19; NO LONGER  
AT BOX NUMBER  
CREDITOR LISTING**  
CNA  
P O BOX 382045  
PITTSBURGH, PA 15251-8045

**RETURNED 1/14/19; UNABLE TO  
FORWARD  
CREDITOR LISTING**  
COMPLETE PLUMBING  
P O BOX 80174  
RANCHO SANTA MARGARITA, CA  
92688-0174

**RETURNED 1/22/19; UNABLE  
TO FORWARD  
CREDITOR LISTING**  
FUJITSU FRONTECH NORTH  
AMERICA  
25902 TOWNE CENTER DRIVE  
FOOTHILL RANCH, CA 92610-  
3436

**RETURNED 1/29/19; NOT  
DELIVERABLE AS ADDRESSED;  
UNABLE TO FORWARD  
CREDITOR LISTING**  
AMIR RAJWANY  
226 SOUTH HELIX AVE  
SOLANA BEACH, CA 92075-1805